



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

FREEDOM SCHOOL EMPLOYEES ASSOCIATION	:	
	:	
Petitioner	:	CASE NO. T-0408
	:	
and	:	DECISION NO. 93-57
	:	
FREEDOM SCHOOL DISTRICT	:	
	:	
Respondent	:	
	:	

APPEARANCES

Representing Freedom School Employees Association:

Ms. Valerie Ford
Ms. Laura McVey

Representing Freedom School District:

Candace Brown, Superintendent

BACKGROUND

On December 3, 1992, the Freedom School Employees Association (Association) filed a Petition for Certification for the following employees of the Freedom School District (District): classroom teachers (7), Chapter 1/Reading Specialist (1), Special Ed teacher (1), and school secretary (1). The principal's position was specifically excluded as confidential. The District filed an answer on December 9, 1992 in the form of a letter from Superintendent Candace Brown. She took exception to a teacher who was 67% full time teacher, the inclusion of the secretary, and noted the projected elimination of the Chapter 1 teacher for the 1993-94 school year. This matter was then heard by the PELRB on March 2, 1993 in Concord, continued to April 19, 1993 in Tamworth.

FINDINGS OF FACT

1. The Freedom School District is a "public employer" of teachers and other personnel as defined in RSA 273-A:1 X.

2. There is no cause to treat the 67% (regular part-time) teacher position any differently than the remaining teacher positions.
3. The elimination of the Chapter 1/Reading Specialist position scheduled for the 1993-94 school year is not material to this petition. The position existed at the time of the filing of this position and, accordingly, is to be counted in reaching the ten employee requirement found at RSA 273-A:8 I. It is the current, not the prospective, count of employees which determines whether the minimum unit size requirement has been satisfied.
4. The school secretary also serves as secretary to the School Board. This function occupies a minimum amount of her time, estimated to be less than six hours per month, and is subject to compensation distinct and apart from her compensation as an employee in the petitioned for bargaining unit. When the secretary does serve as secretary to the Board, she has no access to confidential information, does not attend executive sessions, and has no history of being involved in confidential matters relating to collective bargaining. The position does not possess the characteristic of a confidential position under RSA 273-A:1 IX (c).
5. Unlike teacher personnel, the secretary is paid hourly, has a different health insurance package, and does not receive the life insurance benefit enjoyed by teachers. Other benefits are similar to those received by teachers, including a 190 work day contract. Likewise, because of the size of the school and the multifaceted conflict resolution program in place with teachers, students and staff, she is engaged in both student and parent contact on an on-going basis. The secretary works with and has daily contact with educators. Her duties include tending to sick children, standing-in for a teacher on a temporary basis, dealing with parents and attending all teacher staff meetings. Her purely secretarial duties are common, expected and unremarkable, e.g., types, does the register, creates forms, takes phone calls and deals with the public. Unrefuted testimony from the secretary and the teachers showed a strong self-felt community of interest on behalf of both the secretary and professional teaching staff.

DECISION AND ORDER

As our findings indicate, there is no basis to exclude either

the "67% teacher," who has an obvious community of interest with 100% teachers, or the Chapter 1/Reading Specialist position from the bargaining unit. The remaining issue is that of the secretary's position. We are convinced that she does not possess the characteristics of either a confidential [RSA 273-A:IX (c)] or supervisory [RSA 273-A:8 II] position such as to warrant her exclusion from the bargaining unit on that basis. When we turn to the issue of community of interest [RSA 273-A:8 I], we conclude that her extensive pupil contact, dealings with parents, role in conflict resolution, attendance at staff meetings, similarity of many benefits with those received by teachers and self-felt community of interest significantly outweigh dissimilarities such as an hourly wage and differences in insurance benefits. We conclude that she does share a community of interest with teachers vis-a-vis work locale, work functions, work schedule, and organizational unit, thus satisfying both RSA 273-A:8 I (a) and (d). The position must be included in the bargaining unit.

The petition for certification is GRANTED. There is hereby established a bargaining unit consisting of classroom teachers, Chapter 1/Reading Specialist, Special Ed Teacher and school secretary. Because the school secretary does not occupy a professional position as defined in RSA 273-A:1 VIII, the bargaining agent election shall follow the two ballot process contemplated under RSA 273-A:8 II relative to combining professional and non-professional employees in one bargaining unit.

So ordered.

Signed this 12th day of May, 1993.



JACK BUCKLEY
Alternate Chairman

By unanimous vote. Alternate Chairman Jack Buckley presiding.
Members Seymour Osman and Richard E. Molan present and voting.